

City of Eudora Modified Public Meeting Procedure

The City of Eudora will hold its regular City Commission meeting on Monday, April 27, 2020 beginning at 7:00 P.M. Due to the concerns of spread of COVID-19, the City Commission meeting will be held remotely. To meet the spirit and intent of the Kansas Open Meetings Act (KOMA), anyone can listen to the meeting live via a conference call. This access can be gained as follows:

Dial-in number (US): (701) 802-5407

Access code: 7548666#

If anyone wishes to make a public comment, they may do so by sending or e-mailing their comment to City Clerk Pam Schmeck by 5:00 P.M. on Monday, April 27, 2020. Public comments can also be mailed to the City Clerk at P.O. Box 650, Eudora, Kansas 66025 (please keep in mind delivery time; if they do not arrive by 5:00 P.M. Monday, April 27, 2020 they will not be read), submitted via the utility bill drop box on the east side of City Hall, or e-mailed to pschmeck@cityofeudoraks.gov. The public comments will be read by the City Clerk during the public comment portion of the meeting. All public comments must include the name and address of the person submitting the comment. Please remember that public comment is limited to 5 minutes per person.

Members of the City Commission, presenters, or staff will identify themselves when speaking so that everyone will know who is speaking at the time.

**EUDORA CITY COMMISSION
MEETING AGENDA
April 27, 2020
Eudora City Office
4 East 7th Street Eudora, Kansas
7:00 P.M.**

Mayor: Tim Reazin

Vice Mayor: Ruth Hughs

City Commissioners: Jolene Born, Roberta Lehmann & Tim Bruce

I. CALL TO ORDER Roll Call Pledge of Allegiance

II. CHANGES OR ADDITIONS TO AGENDA – Approve agenda

III. CONSENT ITEMS:

- A. Consider minutes of April 13, 2020 Eudora City Commission meeting**
- B. Consider warrants against the City of Eudora**
- C. Consider 1st Quarter Codes Department report**

**PUBLIC COMMENTS: Please state name and address prior to addressing the Governing Body.
Public comments are limited to 5 minutes per speaker.**

IV. BUSINESS ITEMS:

- A. Consider Proclamation declaring May National Bike Month, September 21st – September 27th as Bike to Work Week and September 22nd as Bike to Work Day**
- B. Consider Proclamation declaring May 3rd – 9th as Public Service Week**
- C. Consider 2020 Nottingham Center parking lot asphalt milling bids**
- D. Presentation of COVID-19 Utility Payment Plan**
- E. Recognize Asst. City Manager Leslie Herring**

V. Mayor & City Commission comments

VI. City Manager & staff comments

VII. WORK SESSION:

- A. Proposed 2020 Street Projects**
- B. 2020 Budget: Preliminary Outlook**

VIII. EXECUTIVE SESSION:

- A. Non-elected personnel**

IX. Adjournment

As a courtesy, please silence all cell phones while the City Commission meeting is in session.

Eudora City Commission Meeting
City Hall – 4 E. 7th Street
Eudora, Kansas
April 13, 2020
7:00 pm

Call to Order

Mayor Tim Reazin

Vice Mayor Ruth Hughs participated remotely

Commissioner Jolene Born participated remotely

Commissioner Roberta Lehmann participated remotely

Commissioner Tim Bruce participated remotely

Quorum noted.

Pledge of Allegiance was recited.

Changes or additions to agenda

Mayor Reazin requested the Executive Session be removed from the agenda and added Business item B.

Consider Community Development Block Grant Downtown Commercial Rehabilitation Application Summary for 714 Main Street.

Mayor Reazin moved the City Commission approve the agenda with the noted changes, motion seconded by Commissioner Hughs, all ayes, motion carried, 5-0.

Consent agenda items

A. Consider minutes of March 23, 2020 Eudora City Commission meeting

B. Consider warrants against the City of Eudora

C. Consider March Police Department report

D. Consider March Fire Department report

Mayor Reazin moved the City Commission approve the consent items, motion seconded by Commissioner Bruce, all ayes, motion carried, 5-0.

Public comments

Public comments were invited and none were submitted.

Business Items

A. Consider First Impressions Program application

Douglas County Extension Office Executive Director Marlin Bates attended the meeting remotely and explained the program is a voluntary program and dozens of cities across the state have participated. K-State facilitates the program by accepting applications and identifying peer communities. Once a peer community is chosen, a group of Eudora citizens will travel to the other community and answer questions that are supplied by the program. Likewise, citizens from the other community will visit Eudora and answer those same questions. Bates invited the Commissioners to be a part of the program. The results from the peer community will be presented at a public meeting. The program will be deployed later in the year to allow time for communities to recover from the stay at home order. The application must be supported by the Governing Body and signed by the Mayor before it can be submitted to K-State Research & Extension's First Impressions Program.

Commissioner Bruce moved to authorize the Mayor to apply for the First Impressions Program through K-State Research & Extension, in partnership with the Eudora Chamber of Commerce and Eudora Convention

& Visitors Bureau and to submit such application, motion seconded by Commissioner Hughs, all ayes, motion carried, 5-0.

B. Consider Community Development Block Grant Downtown Commercial Rehabilitation Application
Summary for 714 Main Street

Assistant Manager Herring explained this item is an oversight from a business item at the last Commission meeting. During the March 23rd meeting, the City Commission held a public hearing and executed a number of documents related the CDBG commercial rehabilitation application for 714 Main Street by GW Weld. This is a new requirement and was overlooked.

Mayor Reazin moved to authorize the Mayor execute the application summary form for the application of the Community Development Block Grant Commercial Rehabilitation project located at 714 Main Street, motion seconded by Commissioner Bruce, all ayes, motion carried, 5-0.

Mayor and City Commission Comments

Mayor Reazin thanked the Governing Body for enduring the new normal in meetings. He thanked staff and everyone listening remotely for taking the COVID-19 situation seriously.

Commissioner Bruce – No comment.

Commissioner Hughs appreciated city staff for continuing city services as usual and getting the meeting set up for remote access.

Commissioner Born – No comment.

Commissioner Lehmann commented a citizen called her concerned with public works employees riding in the same truck. She talked with Manager Matite before responding to the citizen. She questioned the need for tape around the playgrounds.

City Manager and Staff Comments

City Manager Barack Matite thanked the Commission for working with staff in preparing for the remote meeting. Staff will work out any kinks and we will get through it.

Assistant City Manager Leslie Herring joined the meeting remotely and commented she is exiting the city to take a position in the City of Westwood as their Chief Administrative Office/City Clerk. Her last with the City of Eudora will be May 1st and will start her new job on May 4th. She has appreciated working with the City of Eudora over the last four years and the experience she has gained. She is proud of how staff has responded to the COVID-19 and Matite's leadership during the pandemic.

Director of Public Works Branden Boyd joined the meeting remotely and explained public works employees are being as safe as possible but occasionally there's the need to be closer than recommended. There has been a water main break and sewer back up problems that has required more than one employee to respond at the same time. Masks will be delivered tomorrow which employees will begin to wear. They are currently wearing gloves. They are practicing social distancing as much as possible.

Police Chief Wes Lovett did not attend meeting.

Fire Chief Ken Keiter did not attend meeting.

Parks & Recreation Director Sally Pennington joined the meeting remotely and commented the department is doing what they think is necessary to keep the citizens out of the playgrounds. She doesn't think putting up tape around the playgrounds would keep anyone out. She is in contact with other Parks & Recreation professionals and they have conflicting ideas of what can be done to keep people from going to the playgrounds. She offered to put up tape but was told it wasn't necessary. The Commissioners are pleased with what she is currently doing.

City Clerk Pam Schmeck commented since the Commissioners were attending the meeting remotely, the Commissioners should expect to see their mail delivered by the United States Postal Service. Staff is working on the COVID-19 payment contract policy for utility billing. It should be ready to present at the next meeting.

Mayor Reazin moved to recess for a Nottingham Development – Request for Information from Monarch work session, motion seconded by Commissioner Hughs, all ayes, motion carried, 5-0.

Work Session

A. Nottingham Development – Request for Information from Monarch

Manager Matite introduced Vieste, LLC representatives, Michael Comparato and Don Currise who joined the meeting remotely. During the last Commission meeting, the Governing Body requested more information on Monarch Build and their participation in the Nottingham development team. Mr. Comparato and Mr. Currise supplied information on Monarch Build relating to Nottingham project including their CMAR experience, approach to the project and pricing. Staff is still working on the scope of work which will be presented at a later date along with more details on other aspects of the project.

Mayor Reazin brought the meeting to order at 7:52 pm.

Mayor Reazin moved to adjourn, motion seconded by Commissioner Lehmann, all ayes, motion carried, 5-0.

Meeting adjourned at 7:53 pm.

Tim Reazin, Mayor

Pam Schmeck, City Clerk

Agenda Statement

Date: April 27, 2020
To: Mayor, Vice Mayor and City Commissioners
From: Curt Baumann, Codes Administrator
Gordon Snyder, Codes Enforcement Officer
Re: 1st Quarter Codes Report

Background

The first quarter of codes administration and enforcement was filled with winter and spring time code violations and resolutions, finishing the plan for snow removal on City owned sidewalks, continued upgrading code and zoning regulations, office improvements and upgrading to help with organizing, parking on grass, junked vehicles, issuance of numerous building permits, and the performance of building inspections. Also working with Administration on new procedures for inspections, plan review and online applications for COVID-19.

Codes Enforcement

Primary Focus

The primary focus of the Codes Enforcement Officer position is the identification and resolution of code violations. This past quarter (January – March), the following violations were formally addressed:

General Nuisance	22
Junked Motor Vehicles	35
Parking Off-Street	18
Prohibited Accumulations	18
Camper/RV Parking	3
Un-inhabitable Structures	5
Sign Regulations	37
Non-permitted Contractors	19
Accessory Buildings	1

Total Enforcement Matters (City-wide) 1st Quarter 158

Special Focus Area(s)

This past quarter, the Codes Enforcement Office focused on the number of junked vehicles being parked on private property and bulk trash being set out at the curb before bulk item pick up week.

2nd Quarter Priorities

The second quarter of the year will be spent focusing on the upkeep of yards to make sure they are compliant and coordinating with Public Works for abatements. Continue working with contractors and residents informing them of the new online application format for building permits and contractor's licenses.

Also, of focus this quarter will be:

- Working on cleaning up and revising areas in the City Code book
- Continue adjusting to the pandemic
- Working with Administration to update the City website to make it more user friendly for residents

Codes Administration

Primary Focus

The primary focus of the Codes Administrator is to enforce the building codes and zoning regulations as relate to construction and buildings and structures within the city limits. This past quarter (January – March), permits were issued for the following:

Mechanical (Furnace/AC replacement)	8
Plumbing (Water Heater replacement, irrigation gas line repair/pressure test, Sewer repair)	8
Electrical (Service Repair/upgrade, Temporary power)	2
Re-Roof	13
Sign, Tent, Temporary/Seasonal	9
Fence, Pergola, Deck, Structural Covering	16
New Single-Family Home	6
Residential – Remodel/Addition	8
Commercial – New or Remodel/Addition	1
2020 TOTAL BUILDING PERMITS - 1st Quarter	71
2020 TOTAL NEW HOUSING STARTS – 1st Quarter (Median value: \$310,959.00)	6
2020 TOTAL CONTRACTOR'S LICENSE – 1st Quarter	97

2nd Quarter Priorities

COVID–19 has and will continue to affect inspection procedures. In-person interior residential inspections are currently suspended. In the interim “virtual” interior inspections will be the norm. Contractors/homeowners are required to submit photographs and written evidence for staff review to determine code compliance on completed work. Exterior inspections will be conducted with “Social Distancing” being observed.

Also of focus this quarter will be:

- Cleaning up discrepancies in the City Code

Budget impact – N/A

City Manager Approval – N/A

Recommended Commission Action

Suggested motion: No motion necessary.



Agenda Statement

To: Mayor and City Commission
From: Pam Schmeck, City Clerk
Date: Monday, April 27, 2020
Re: National Bicycle Month Proclamation

Background

May is National Bike Month, sponsored by the League of American Bicyclists and celebrated in communities from coast to coast. Established in 1956, National Bike Month is a chance to showcase the many benefits of bicycling and encourage more folks to giving biking a try. 40% of all trips in the U.S. are less than two miles, making bicycling a feasible and fun way to get to work.

Whether you bike to work or school; ride to save money or time; pump those pedals to preserve your health or the environment; or simply to explore your community, National Bike Month is an opportunity to celebrate the unique power of the bicycle and the many reasons we ride.

Each year, the Lawrence-Douglas County Bicycle Advisory Committee (BAC), which the City of Eudora is a member, encourages cities in Douglas County to adopt a proclamation proclaiming May as National Bike Month as well as a Bike to Work Week and a Bike to School Day. Normally, these events would also take place in May but the League of American Bicyclists decided to postpone National Bike to Work Week to September 21st – September 27th and Bike to Work Day to September 22nd due to COVID-19.

Scott Keltner, Eudora's representative on the BAC, does not plan to attend the meeting. I will email a copy of the signed proclamation to the BAC and Mr. Keltner.

Budget Impact - N/A

City Manager Approval - N/A

Recommended Commission Action

Suggested Motion: I move the City Commission proclaim the month of May as National Bike Month, the week of September 21st – September 27th as Bike to Work Week and September 22nd as Bike to Work Day.

Office of the Mayor

Proclamation

Eudora, Kansas

WHEREAS: For more than a century, the bicycle has been an important part of the lives of most Americans; and the bicycle is a viable and environmentally sound form of transportation and an excellent form of recreation; and

WHEREAS: Creating bicycle-friendly communities has been shown to improve citizens' health, well-being, and quality of life, to boost community spirit, to improve traffic safety, and to reduce air pollution and road congestion; and

WHEREAS: Education, starting at a young age, of all would-be cyclists and motorists as to the proper and safe operation of bicycles and motor vehicles is important to ensure the safety and comfort of all users; and

WHEREAS: Cyclists, students, parents and community leaders throughout our state are promoting greater public awareness of bicycle operation and safety education for bicyclists and motorists in an effort to reduce accidents, injuries and fatalities; and

WHEREAS, Eudora citizens of all ages, ability, family background and socioeconomic status will experience the joys of bicycling through encouragement activities, educational programs, community events and earn-a-bike programs, helmet promotion, or just getting out and going for a ride.

NOW, THEREFORE, I, Tim Reazin, Mayor of the City of Eudora, Kansas, do hereby proclaim the month of May 2020 to be

NATIONAL BIKE MONTH

and the week of September 21st to September 27th, 2020 to be

BIKE TO WORK WEEK

and September 22nd, 2020 as

BIKE TO WORK DAY.

Tim Reazin, Mayor
April 27, 2020



Agenda Statement

Date: April 27, 2020
To: Mayor Reazin and City Commission
From: Pam Schmeck, City Clerk
Re: Proclamation for Public Service Recognition Week

Background

2017 was the first year the City Commission honored city employees by passing a proclamation recognizing Public Service Recognition Week. Government leaders are encouraged to show appreciation to their employees and colleagues during this time.

The goals of the Public Service Recognition Week are to connect and educate citizens to the work of their government; improve the perception and morale of public service servants; and to help inspire a new generation of public servants.

During this week, employees will have lunch catered by Torched Goodness. Due to COVID-19 employees will not be eating as a group but instead the meals will be box lunches delivered to the city office and an employee from each department will pick them up and return to their respective offices.

Budget Impact – Line item 01-015-6623 will fund the lunch.

City Manager Approval – N/A

Recommended Commission Action

Suggested Motion: I move the City Commission approve the Proclamation proclaiming May 3rd – 9th, 2020 as Public Service Recognition Week.



PUBLIC SERVICE RECOGNITION WEEK

In honor of the millions of public employees at the federal, state, county and city levels

Whereas: Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working; and

Whereas: Public employees take not only jobs, but oaths; and

Whereas: Many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others, risk their lives each day in service to the people of the United States and around the world; and

Whereas: Public servants include teachers, doctors and scientists . . . train conductors and astronauts . . . nurses and safety inspectors . . . laborers, computer technicians and social workers . . . and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

Whereas: Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.

Therefore: I, Tim Reazin, the Mayor of the City of Eudora, do hereby announce and proclaim to all citizens and set seal hereto, that May 3rd – 9th, 2020 is Public Service Recognition Week. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels - federal, state, county and city.

In witness whereof, I have hereunto set my hand caused the Seal of the City of Eudora, Kansas to be affixed this 27th day of April, 2020.

Tim Reazin, Mayor



City of Eudora, Kansas

Public Works

Agenda Statement

Date: April 27th, 2020
To: Mayor & City Commission
From: Branden Boyd, Public Works Director
Re: 2020 Nottingham Elementary School Parking Lot Asphalt Milling

Background:

City staff recommended leaving the existing asphalt parking lot during the Nottingham Elementary School building demolition to prevent debris track out on adjacent City streets. Now that the Nottingham building demolition is complete, City staff requested bids to remove the existing asphalt parking lot in anticipation of the new Nottingham Development contract. The limits of the asphalt parking lot are shown on the attached drawing and can be summarized as everything North of the old Law's Field track. The contract requires the asphalt to be milled and hauled to the City's wastewater treatment plant for future City projects and repairs.

Staff Comments:

The City received the following bids:

Contractor:	Total:
Sunflower Paving (4" Depth)	\$19,920.60 ⁺
Sunflower Paving (5" Depth)	\$24,990.00 ⁺
Sunflower Paving (6" Depth)	\$29,702.40 ⁺
Remco Demolition (5" Depth)	\$40,825.00

Staff recommends the Commission award the base bid contract to Sunflower Paving.

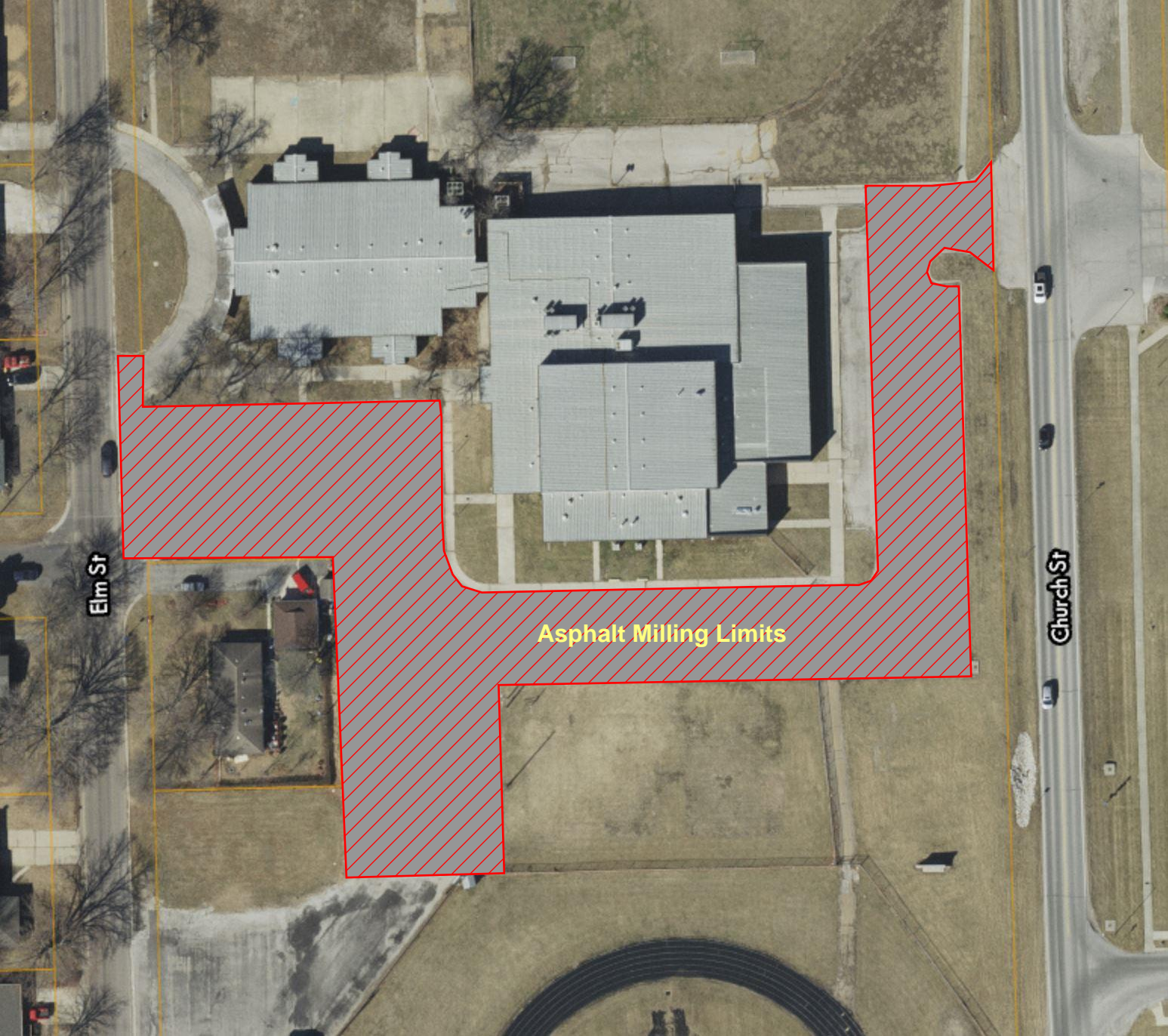
Budget Impact:

Funds in the refuse fund will be utilized to pay for the the Nottingham Elementary School Parking Lot Asphalt Milling contract.

Recommended Commission Action:

Suggested Motion: I move the City Commission award Sunflower Paving the 2020 Nottingham Elementary School Parking Lot Asphalt Milling contract in an amount not to exceed \$29,702.40.

⁺ The existing depth of the asphalt pavement is unknown – price is subject to change, up or down, pending the actual depth determined during the removal. It is anticipated that the existing depth will not be greater than 6".



Elm St

Asphalt Milling Limits

Church St



Sunflower Paving, Inc.
1457 N. 1823 Road
Lawrence, KS 66044
Office: 785-856-4590 Fax: 785-856-4594

Equal
Opportunity
Employer

To: City of Eudora
Address: 107 Elm Street
Eudora, KS 66025

Project: Eudora Nottingham Elem Asphalt Mill

Attn: Branden Boyd
Phone: (785) 542-4116
Email: bboyd@cityofeudoraks.gov
Proposal Date: 12/20/2019 Rev 12/30/19, 4/22/20
Estimate No.: 2019961r2

Item	Description	Quantity	Unit	Unit Price	Total
1	MILLING ASPHALT (4") DEMO	7,140.000	SY	\$ 2.79	\$19,920.60
Bid Total					\$19,920.60

NOTES:

- UPDATE: Prices for thicker pavement in the same lots:
5" thick asphalt = \$3.50 per SY x 7,140 SY = \$ 24,990.00
6" thick asphalt = \$4.15 per SY x 7,140 SY = \$ 29,702.40.
- Sales tax is not included. Please provide a PEC for this work.
- Millings are to be hauled to City's WWTP.
- The following items are NOT included: bond (add 1% if required), permits, traffic control, wedging, valve or manhole adjustments.
- If existing asphalt thickness is greater than 6", we would need to make a field assessment of required price to cover our additional expense.
- Small amounts of existing asphalt will remain where the milling machine cannot reach.
- See attached terms and conditions.

This Quote is offered subject to the terms and conditions on attached proposal notes. Please read conditions before signing. This proposal was prepared by: Scott Gorsuch

(Please sign and return this quote to our office).

Proposal Accepted by:

Signature

Printed Name

Date: _____

Proposal is automatically revoked if not accepted by signature within 30 days from date of Proposal. Seller may otherwise revoke it upon written notice.

This Proposal only includes those materials, labor, equipment, etc. which are expressly stated in it.

1. **Acceptance:** Seller's provision of services is expressly conditioned upon Buyer's acceptance of these terms and conditions. Except as otherwise provided by written agreement expressly identifying itself as an amendment to this Proposal and subsequently executed by both Buyer and Seller, these Terms and Conditions shall supersede the terms and conditions of Buyer's order (including, without limitation, any statement that Buyer's terms and conditions are to take precedence over any contrary provisions), and no prior or subsequent understanding, oral representation, agreement, term, condition, or trade custom at variance with or supplemental to these Terms and Conditions shall be binding on Buyer or Seller. Buyer's signature on this Proposal or commencement of services quoted hereunder shall constitute acceptance of these Terms and Conditions.
2. **Terms of Payment:** Except as expressly stated to the contrary on the Proposal, all payments are due within thirty days of billing. If the Proposal requires the use of progress payments, all progress payments shall be made by the 10th of each month in the amount of 95% of the value of the work completed in the prior month; retainage and final payment is due thirty (30) days after substantial completion of Seller's work. Payment to be made on quantities completed and accepted. Any balance not paid in accordance with the stated terms may be assessed a late payment charge of 1 ½% per month or 18% annually, minimum 50 cents.
3. **Default:** In the event of Buyer's default Seller shall have all rights and remedies available under the Kansas Uniform Commercial Code; and Buyer agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by Seller, necessary to collect any unpaid past-due balance, file a mechanics' lien, or otherwise enforce these Terms and Conditions.
4. **Taxes:** Any tax imposed by law, without limitation, any excise, sales, use, value added or any other tax applicable to the sale, transportation or delivery of Seller's products or services will be added to the prices shown on this Proposal, unless Proposal explicitly states tax is included in price.
5. **Force Majeure and Allocation:** Seller shall not be liable for any expense, loss or damage resulting from any delays in manufacturing, shipping or delivering its products or services or from delays in performance caused by: government actions, regulations, order or rulings; acts of God; acts of war; acts of public enemy; acts of terrorism; fire; strikes, lockouts or labor difficulties; breakdowns, accidents or manufacturing problems; delays in transportation; acts or omissions of Buyer; lack of raw materials or components; or any other events or other conditions beyond Seller's control. During times of shortages, Seller shall have the right to prorate its products and services among its customers. The manner of proration is in the sole discretion of Seller, and Buyer has no recourse against Seller for proration.
6. **Permits:** The Buyer shall be responsible for obtaining all required permits and/or approvals from the appropriate government bodies prior to the start of work, including, but not limited to, receipt of National Pollutant Discharge Elimination System (NPDES) permit if required for work to be performed under this Proposal.
7. **Buyer Responsibilities:** In addition to its other responsibilities, Buyer shall be responsible for any and all damages suffered by Seller, or its subcontractors and/or suppliers, due to delays brought about by Buyer or its representative, and for damages due to the existence of conditions different from the conditions described in Buyer's plans or specifications.
8. **Buyer's Design:** Buyer acknowledges that it has deemed that the products ordered are applicable for their use and function, that Seller has provided no engineering studies or information with regard to the use or function of the products for the project, and that Seller's actions shall not give rise to any responsibility for where or how the products are placed, the appropriateness of the products, compliance with any performance requirements, or any other design or installation issue. Seller in no way warrants or guarantees the sufficiency or quality of the placement or installation of the products by others, and Buyer acknowledges Seller's lack of responsibility for same and hereby agrees to defend and indemnify Seller against all claims caused by improper product selection, placement, finishing, design, engineering or installation, except for in the event that Seller is also providing labor to place such materials at the request of the undersigned, in which case it is agreed that Seller is performing only such work as instructed by the undersigned and that Seller's actions shall not give rise to any responsibility for the design, location or placement of the materials, the appropriateness of the materials, compliance with any performance requirements, or any other design issue. Buyer remains solely responsible for the design issues, and acknowledges that Seller recommends that such issues be engineered by a local engineer who has examined the conditions of the proposed site and designed the installation in accordance with the specific site conditions.
9. **Natural Degradation:** Limestone and other similar materials have inherent inconsistencies and weaknesses, such that over time and the exposure to normal environmental forces such as rain, sun, erosion, weight, freeze/thaw, and any other condition will cause them to degrade, alter and otherwise change from their present condition regardless of how they are installed, used or cared for. Accordingly, IT IS ACKNOWLEDGED THAT SELLER IS NOT RESPONSIBLE FOR THE APPEARANCE, FUNCTION OR OTHER CHARACTERISTICS OF THE MATERIALS AFTER THE DATE OF THIS DOCUMENT.
10. **Limited Warranty:** All services, materials and products sold are subject to the following limited warranty. Seller warrants that for a period of one (1) year from the date of shipment or receipt by Buyer that the product will be free from defects in material and workmanship and is manufactured in all material respects as specified in this Proposal.
SELLER DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Every claim under this limited warranty shall be deemed waived unless in writing and received by Seller within one (1) year after receipt of the product.
No statements by Seller about the products described in the Proposal are intended to be a warranty, and should not be relied on by Buyer, and are not part of the contract for sale. The entire agreement between Buyer and Seller is embodied in this Proposal, and constitutes the final expression of this agreement.
11. **Workmanship:** All work performed by Seller is to be completed in a workmanlike manner according to standard practices. If, within one year after the date of substantial completion of the services identified in this Proposal, the Seller's work is found to not be in compliance with this Proposal, the Buyer shall promptly notify Seller after discovery of the condition. Seller shall correct it promptly after receipt of written notice from Buyer. If Buyer fails to notify Seller and give Seller an opportunity to make corrections more than one year after substantial completion, the Buyer waives the right to require corrections by Seller and to make a claim against Seller.
12. **LIMITATION OF REMEDY:** BUYER'S EXCLUSIVE REMEDY AND THE LIMIT OF SELLER'S LIABILITY, WHETHER BASED ON NEGLIGENCE, CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY IN LAW OR EQUITY, SHALL BE, AT SELLER'S OPTION, LIMITED TO REPAIR OR REPLACEMENT WITH LIKE QUANTITY OF NONDEFECTIVE PRODUCT OR REFUND OF AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE.
NO RECOVERY OF CONSEQUENTIAL OR SPECIAL DAMAGES – SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES BASED ON NEGLIGENCE, CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, FOR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS QUOTATION, OR ANY OTHER THEORY. ADDITIONALLY, CONSEQUENTIAL AND SPECIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF REPAIR, REPLACEMENT OR REFUND REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR FOR ANY OTHER REASON.
13. **General:**
 - A. Failure of Seller to exercise any right shall not be deemed a waiver of any right of Seller.
 - B. The laws of the State of Kansas shall govern this Proposal, and the district courts of Douglas County, Kansas, shall have exclusive jurisdiction to hear any disputes arising from Seller's materials, products, services, or this agreement.
 - C. If any term or provision of these Terms and Conditions of Sale is held invalid and unenforceable, the validity, legality and enforceability of all remaining terms and conditions shall be valid and enforceable to the fullest extent allowed by law.
 - D. Nothing with this Proposal is intended to convey a benefit upon any person not expressly identified as a party to this Proposal, and nothing within it shall be deemed to form a contract or confer a benefit on behalf of anyone else.
14. **Other:**
 - A. This Proposal does not include the following unless explicitly mentioned in the Proposal: engineering; construction staking; testing services; permits and inspection fees; demolition sawcutting; rock or general excavation; compaction; backfill; seeding or sodding of disturbed areas; storm water runoff or erosion/sediment control measures; traffic control measures other than required for work in this proposal; performance and/or payment bonds.
 - B. Prime contractor shall furnish and maintain access to work areas for work vehicles, ready-mix trucks, pumper trucks, equipment and materials. No cleaning of streets due to inclement weather or muddy site conditions will be provided by Sunflower Paving, Inc.
 - C. All fill material to be supplied and placed by others, unless specified in Proposal.
 - D. The requirements of any Subcontract between the Prime Contractor and Sunflower Paving, Inc. shall be agreeable to both parties and no more stringent than the Agreement between the Prime Contractor and the Owner.
 - E. NOTICE: Kansas law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed a part of your home. Ninety days before you file your lawsuit, you must deliver to the contractor a written notice of any construction conditions you allege are defective and provide your contractor the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under state law, and failure to follow them may affect your ability to file a lawsuit.
15. **ASPHALT NOTES:**
 - A. New asphalt installed over existing pavement is very susceptible to cracking at the locations of any joints or cracks in the existing pavement and Seller is not responsible for any damage which may develop due to the movement or shifting of the underlying pavement.
 - B. Subgrade for asphalt pavement to be on grade per project specifications.
 - C. Due to the unstable oil market, our asphalt suppliers will only guarantee their prices for the current month. If the work is done in a later month and the asphalt oil price has changed, our price will be adjusted only for the material price change.
16. **CONCRETE NOTES:**
 - A. Subgrade for machined placed concrete on dirt/rock to be on grade. If SPI trimmed subgrade option is accepted, subgrade to be left half tenth high. Trimmed spoils to be disposed of by others.
 - B. Subgrade for machined placed concrete on asphalt to be on grade. No trimming of asphalt pavement included.
 - C. Subgrade for hand placed concrete on dirt/rock to be on grade or maximum half tenth low.
 - D. Curb transitions at inlets-Curb inlet top to be set for alignment and elevation. Curb subgrade to be prepared prior to SPI starting work. Curb to be paid through inlets, or as specified in project plans.
 - E. Setting, resetting or grouting of curb inlet tops not included, unless specifically mentioned in Proposal.
 - F. An area shall be provided for concrete and concrete pump trucks to wash out in. The area to be cleaned up by others.

Execution of this document acknowledges that the above information has been read and agreed to on behalf of Seller, from whom Seller's signatory has been given full authority to so agree, and further agrees to immediately present the above document to the Seller.

2/28/17

Agenda Statement

To: Mayor and City Commission
From: Pam Schmeck, City Clerk
Eric Strimple, Utility Billing Specialist
Date: April 27, 2020
Re: COVID-19 Utility payment contract presentation

Background

At the March 23, 2020 City Commission meeting, staff was directed to create a payment plan to assist citizens who may be affected economically because of the COVID-19 pandemic.

Staff Comments/Recommendations

Staff worked with Tyler Technology, our software provider, to create a plan that offers a payment contract to citizens that need one. The adjustment contract will allow staff to adjust debt owed by the customer off the account and bill the customer monthly on their normal utility bill for the allotted time of the contract.

By using the adjustment contract, it will allow the customer to receive a utility bill showing the current months usage charges and the payment plan amount, instead of showing a large past due balance on the bill.

Staff has created guidelines to both work with the citizens and protect the city from losses. A copy of the guidelines is enclosed. These guidelines can be easily altered to fit any future policy changes adopted by the City Commission in response to a local, state, national or global occurrence that might severely impact the residents.

Citizens needing a payment contract will be required to fill out a short online application via the city website. Once the application has been received (by email), staff will review the customer's account charges to determine acceptable charges and to determine the total amount due to the city. Once the amount is determined, a contract is issued and will require the customer's signature before the debt owed will be put into a payment contract.

The maximum timeframe allowed to pay debt off will be 12 months after issuance and will be based on the chart in the guidelines. Enclosed is a sample of the contract and the online application as well.

Budget Impact– N/A

City Manager Approval – N/A

Recommended Commission Action

Suggested motion: None necessary.

CITY OF EUDORA, KANSAS
COVID-19 UTILITY PAYMENT
CONTRACT GUIDELINES

PURPOSE:

The propose of this contract is to assist **active** utility account customers by offering a payment plan for utility bill balances accessed during the COVID-19 pandemic protected from disconnection by Executive Order(s) issued by the State of Kansas.

QUALIFYING UTILITY BILLS:

For the purpose of this contract, utility bills from December 22, 2019 to _____ are the only utility bills allowed to be included in the COVID-19 utility payment contract.

Qualifying utility bills charges that can be included in the COVID-19 payment contract:

- Electric base and usage, water base and usage, sewer, storm drainage, trash, and sales tax charges for the bills above.

NON-QUALIFYING UTILITY EXPENSES:

The following is a list of all non-qualifying expenses that are exempt from being placed in the COVID-19 utility payment contract:

- Utility bill balances issued before December 22, 2019, or after _____.
- Utility bill balances on closed utility accounts, even if the utility account was closed between December 22, 2019 and _____.
- Electric services and charges already covered by Low Income Energy Assistance Programs (LIEAP).
- Penalty fees accessed on the account at any time.
- Disconnection fees accessed on the account at any time.
- Returned check fees accessed on the account at any time.

REPAYMENT:

The length allowed to repay the outstanding balance owed to the City of Eudora will be based on the total accumulated balance of qualifying charges to the utility account from December 22, 2019 to _____. The chart below is a guide to the time frame allowed for repayment:

Amount owed	Time to pay
\$100.00 - \$400.00	3 months
\$400.01 - \$800.00	6 months
\$800.01 – \$1200.00	9 months
\$1200.01 and up	12 months

CITY OF EUDORA, KANSAS
COVID-19 UTILITY PAYMENT
CONTRACT GUIDELINES

CONTRACT PROCESS:

1. Once the City of Eudora has received a signed COVID-19 payment contract request, city staff will calculate qualifying charges to determine the time frame and repayment amount that will be due monthly.
2. The customer will be notified of the payment amount and time frame that will be allowed for repayment of the debt.
3. Once customer signs the contract, city staff will adjust the customer's account and set up the payment contract. Payments will begin on the first utility bill that is issued following the signed contract.
4. COVID-19 utility contract payments will be added to the customers regular utility bill monthly until the balance is paid in full.
5. For purposes of processing, COVID-19 payments will be processed **before** the regular monthly utility charges. In the event of a partial payment towards the bill is made, the remaining balance due will be subject to penalty, disconnection or any other applicable charges.

DISCONTINUATION OF CONTRACT:

If a customer moves outside of the City of Eudora, 100% of the remaining balance owed on the COVID-19 payment contract will be due on the final utility bill for the property the contract was issued for.

If a customer moves within the City of Eudora, 100% of the remaining balance owed on the COVID-19 payment contract will be due on the final utility bill for the property the contract was issued for, unless the customer contacts City Hall **before** the due date of the final bill (normally the 10th of each month) to request a new payment contract. If the customer moves within city limits, they will be allowed one (1) new payment contract. If the customer moves a second time, no new payment contract will be allowed and 100% of the remaining balance will be due.

In the event that a utility account is disconnected for non-payment and payment is not received by 8:15 am on the last business day of the month, the account will be closed out and a final bill will be issued to the customer with 100% of the remaining COVID-19 payment contract balance on the final bill. If an account is closed then reopened, 100% of the COVID-19 payment contract will still be due, and no new contract will be issued for the remaining balance.

Eric Strimple

From: noreply@civicplus.com
Sent: Wednesday, April 22, 2020 9:43 AM
To: Eric Strimple; Jess Isaacs
Subject: Online Form Submittal: COVID-19 Payment Contract

COVID-19 Payment Contract

COVID-19 Payment Agreement Application

Please fill out the entire application. Required fields are marked with an asterisks().
Incomplete applications will not be processed.*

First Name	John
Last Name	Doe
Utility Bill Address	1234 Anystreet
Address Continued	<i>Field not completed.</i>
City	Eudora
State	KS
Zip Code	66025
Phone Number	785-555-1234
Email Address	johndoe@anyemail.com
City Account Number	10-00800-07

(Section Break)

Payment Contract Guidelines	<u>Payment Contract Guidelines</u>
Acknowledgement of the COVID-19 Payment Contract Guidelines	I, the above utility account holder understand and accept all of the Payment Contract Guidelines.
Electronic Signature	Yes

Email not displaying correctly? [View it in your browser.](#)

City of Eudora, Kansas
COVID-19 UTILITY PAYMENT CONTRACT

THIS COVID-19 UTILITY PAYMENT CONTRACT (the "Contract") is made and entered into this 22th day of April, Year 2020 by and between the City of Eudora, Kansas (hereinafter referred to as "City"), and John Doe residing at the following address: 1234 Anystreet (hereinafter referred to as "Users").

WHEREAS, the Users recognize and acknowledge they owe, and are in default under, certain public utility payments for the following service account: 10-00800-07.

Total Amount Due: \$ 1,360.25
Number of Payments 12

NOW, THEREFORE, for value received, and in consideration of the City's agreement, the parties hereby agree as follows:

Users hereby promise to pay to the City the above-described Total Amount Due according to the following payment schedule:

The Total Amount shall be paid in \$113.35 monthly installments so that the Total Amount Due is paid in 12 months. The first installment shall be added to the first utility bill following the date of this contract, and each subsequent installment shall be billed monthly to the referenced utility account above until balance is paid in full.

The Total Amount shall be paid no later than 04/10/2021

Users further agree that the total amount of the utility bill (regular monthly usage, and payment contract) will be paid monthly. Users further agree that if a partial payment is made on the user's utility account the amount owed towards the payment contract, monthly, will be processed first. All remaining balances would be subject to all standard utility penalty, and disconnection processes and any applicable fees associated with those processes. Furthermore if the utility account gets finialled for non-payment on the last business day of the month, the City will declare the entire unpaid Total Amount of this contract and all sums owed immediately due and payable.

If user reestablishes service after finalization of the utility account a new payment contract will not be offered.

The parties have executed this contract effective as of the date and year first above written.

CITY OF EUDORA, KANSAS

RESIDENT or USERS of PUBLIC UTILITIES

BY: City of Eudora
NAME: Jess Isaacs
TITLE: Utility Billing Specialist

NAME: John Doe
ADDRESS: 1234 Anystreet Eudora, KS 66025
PHONE: 785-555-1234

SIGNATURE: _____ SIGNATURE: _____



Agenda Statement

Date: Monday, April 27, 2020
To: City Commission
From: Barack Matite, City Manager
Re: Recognition of Leslie Herring, Assistant City Manager

Friday, May 1st, 2020 will be Leslie Herring's, last day with the City of Eudora. She recently accepted the position of City Administrator and City Clerk for the City of Westwood, Kansas. She has been with the City of Eudora since 2016 and has been instrumental in making Eudora one of the most desirable cities to live and work in. Her contributions to the organization and community are immeasurable. She has led and managed numerous complex projects and started new initiatives all geared towards making the lives of all those who live in our community better. Her integrity, passion for local government, commitment to the city management profession, love for others, and genuine friendship are all admirable qualities of the ideal public servant.

As she prepares to depart and start her new adventure, we wanted to honor and thank her for her passion and dedication to the community during her time with the City of Eudora. We will forever be grateful for her efforts to make us better. We will miss her. We wish her all the best!

Certificate of Appreciation

This certificate is awarded to

Leslie Herring

*In appreciation for your
outstanding service & dedication to the City of Eudora*

Date

Tim Reazin, Mayor of Eudora



Memorandum

To: Mayor and City Commission
From: Branden Boyd, Public Works Director
Date: April 27th, 2020
Re: 2020 Public Works Street Projects

Background:

In 2018, Public Works staff implemented a yearly sectional maintenance program for chip sealing and asphalt milling and overlaying to ensure the City's pavements are well maintained for public transportation. In addition to the pavement maintenance, curb and gutter removal and replacement was added to maintain the storm water flow within the public right of way. The following information outlines the 2020 rotation for both the mill & overlay and the chip seal programs. Staff added the 8th & Church and 9th & Church Street intersections to the 2020 pavement management program to address stormwater concerns and rideability issues. With COVID-19 and the volatile oil market, it is difficult to determine where prices will fall on bid day. As such, staff recommends bidding the 8th & 9th Street Intersections as the "base bid" and Section E Mill & Overlay and Intech Business Park Joint Repair as "alternates" to determine funding feasibility.

Public Works Streets:

The following streets projects are proposed for funding in 2020:

Church Street, 8th & 9th Street Improvements **\$538,553.60**

The intersections of 8th and 9th Street along Church St. have persistent drainage and functionality issues. In 2019, Commission approved the design of these intersections as well as the design of a new concrete sidewalk from 7th Street to 10th Street. The improvements will repair waterline, storm sewer, asphalt pavement, sidewalks and rideability issues. Staff is proposing to bid this project as the Base Bid in the 2020 Pavement Management Program.

Section E Mill & Overlay **\$202,720.97**
(2020 rotation)

Section E of the Pavement Management Program covers: W. 13th Street Terrace, W. 13th Lane and Greenbrier Dr. This Section E is the next section on the rotation in the program introduced by staff in 2018. The work in this section includes milling and overlaying the existing asphalt, full-depth patching, and curb replacement. Section E Mill & Overlay is proposed as an alternate.

Intech Business Park Joint Repair **\$95,289.00**

Staff has recognized John L. Williams Dr. as a priority for repairing the transverse cracks that are too large to fill by means of a joint seal operation. There are approximately 20 transverse cracks allowing moisture to seep into the sub-grade of the asphalt. Over time, if not addressed, the moisture will begin to create sub-grade failures in other areas of the asphalt which could require future full-depth patches or a complete street re-construction. Addressing the cracks in the early

stages will extend the life of the pavement until that area is milled and overlaid in the next rotation. Intech Business Park is proposed as an alternate.

Chip Seal:

Section 5 Curb & Gutter	(2020 rotation)	\$31,820.50
Section 5 Chip Seal	(2020 rotation)	\$33,812.88

In 2020, staff intends to chip seal Section 5 of the comprehensive chip seal rotation plan. Section 5 covers all streets between 10th and 14th Street from Cherry Street to Spruce Street, Pine Street from 10th to 12th Street and Fir from 10th to 11th Street.

<i>Patching & Pothole Repair</i>	\$32,821.00
--------------------------------------	-------------

With the addition of the recently acquired asphalt milling attachment, staff has the ability to repair potholes that are not in the current year's rotation that are above and beyond repair by other means. This will serve as a preventative measure to extend the life cycle of each street until those areas are addressed in the regularly scheduled maintenance rotation.

Proposed Comprehensive Funding Approach:

2020 Street Projects			
<i>Proposed Funding</i>			
2020 4-Mill	200,000.00	*proposed	
Special Highway Fund	637,252.29	*proposed	
3/4 Sales Tax	50,000.00	*Sidewalk annual allocation	
	\$ 887,252.29		
<i>Project Expenditures</i>			
8th/9th & Church Design	8,128.75	*balance of 2019 project	
Section D Mill & Overlay	26,251.00	*balance of 2019 project	
Section 4 Curb & Gutter	2,926.45	*balance of 2019 project	
Winchester Road (K-10 to 20th St.)	6,212.35	*balance of 2019 project	
Pot Hole Repair (via milling & paving)	32,821.00	*proposed	
Chip Seal Section 5	33,812.88	*proposed	
Curb & Gutter Section 5	31,820.50	*proposed	
Mill & Overlay Section E (Wakarusa)	202,720.97	*alternate	
8th/9th & Church Repairs	538,553.60	*proposed	
Intech Park Joint Repair	95,289.00	*alternate	
<i>2020 Total Street Projects</i>	\$ 978,536.50		
<i>Deficit</i>	\$ (91,284.21)		

2020 Special Highway

Beginning Fund Balance	\$	284,600.82	
Revenue			
Motor Fuel Tax - State		150,000.00	
Motor Fuel Tax - County		9,500.00	
Federal Fund Exchange		115,401.47	
Mud Bond Fees		2,750.00	
Storm Drainage Fund		75,000.00	*proposed
CIP 4-Mill Fund		200,000.00	*proposed
3/4 Sales Tax Fund		50,000.00	*sidewalk annual allocation
Total Revenue	\$	602,651.47	
Total Resources	\$	887,252.29	
Project Expenditures			
8th/9th & Church Design		8,128.75	*balance of 2019 project
Section D Mill & Overlay		26,251.00	*balance of 2019 project
Section 4 Curb & Gutter		2,926.45	*balance of 2019 project
Winchester Road (K-10 to 20th St.)		6,212.35	*balance of 2019 project
Pot Hole Repair (via milling & paving)		32,821.00	*proposed
Chip Seal Section 5		33,812.88	*proposed
Curb & Gutter Section 5		31,820.50	*proposed
Mill & Overlay Section E (Wakarusa)		202,720.97	*alternate
8th/9th & Church Repairs		538,553.60	*proposed
Intech Park Joint Repair		95,289.00	*alternate
2020 Total Street Projects	\$	978,536.50	
Ending Fund Balance	\$	(91,284.21)	
Fund Surplus (+) Deficit (-)	\$	(375,885.03)	
Beginning Fund Balance	\$	284,600.82	
Ending Fund Balance	\$	(91,284.21)	

2020 CIP 4-Mill

Beginning Fund Balance	\$	115,046.87	
Revenue			
Transfer from General Fund (4-mill)		191,775.00	
Total Revenue	\$	191,775.00	
Total Resources	\$	306,821.87	
Project Expenditures			
Sidewalk Church St. (7th - 10th)		50,000.00	*proposed
2020 Street, Curb, & Gutter Project		150,000.00	*proposed
2020 Total Projects	\$	200,000.00	
Ending Fund Balance	\$	106,821.87	
Fund Surplus (+) Deficit (-)	\$	(8,225.00)	
Beginning Fund Balance	\$	115,046.87	
Ending Fund Balance	\$	106,821.87	

2020 CIP 3/4 Sales Tax

Beginning Fund Balance	\$ 377,065.15		
Revenue			
Sales Tax	188,723.30		
Use Tax	64,607.27		
Interest - South Sports Complex	1,018.30		
Total Revenue	\$ 254,348.87		
Total Resources	\$ 631,414.02		
Project Expenditures			
Lucy Kaegi Park Renovations	3,111.68	*balance of 2019 project	
Bluejacket Trail Grant	130,135.75	*balance of 2019 project	
Lucy Kaegi Trail Grant - City Portion	56,014.06	*project is 280k	
South Sports Complex Annual	150,000.00	*proposed	
South Sports Complex Interest	1,018.30	*proposed	
Pool Resurfacing	53,940.00	*not yet complete	
Sidewalk Annual Allocation	50,000.00	*portion of Church St. sidewalk	
2020 Total Projects	\$ 444,219.79		
Ending Fund Balance	\$ 187,194.23		
Fund Surplus (+) Deficit (-)	\$ (189,870.92)		
Beginning Fund Balance	\$ 377,065.15		
Ending Fund Balance	\$ 187,194.23		
South Sports Complex Funding			
South Sports Complex 2018	150,000.00		
South Sports Complex 2019	152,905.00		
South Sports Complex 2020	151,018.30		
	453,923.30		
	187,194.23		
Ending Fund Balance Including South Sports Complex Funds	641,117.53		

2020 Bid for Work:

Following Commission consideration, staff is prepared to request bids for the following package:

- 8th & 9th Street Intersection (Base Bid)
- Section E Mill & Overlay (Alternate No. 1);
- Intech Business Park Joint Repair (Alternate No. 2); and
- [Chip Seal] Section 5 Curb & Gutter

Staff intends to immediately publish the bid package as approved by the City Commission and has created a timeline that will allow for the bid opening to occur prior to the City Commission meeting on May 25th and for Commission consideration of the bids at that May 25th meeting.

2020

Public Works Streets Projects



April 27, 2020

City Commission Work Session

Streets Projects

2020 Church Street, 8th & 9th Street Improvements



Re-construction:
Church Street

2019 Scheduled Maintenance



Mill & Overlay:
Section E



Chip Seal:
Section 5



Curb & Gutter
Replacement:
Chip Seal Section 5

2020 Proposed Additions



Patching &
Pothole Repair



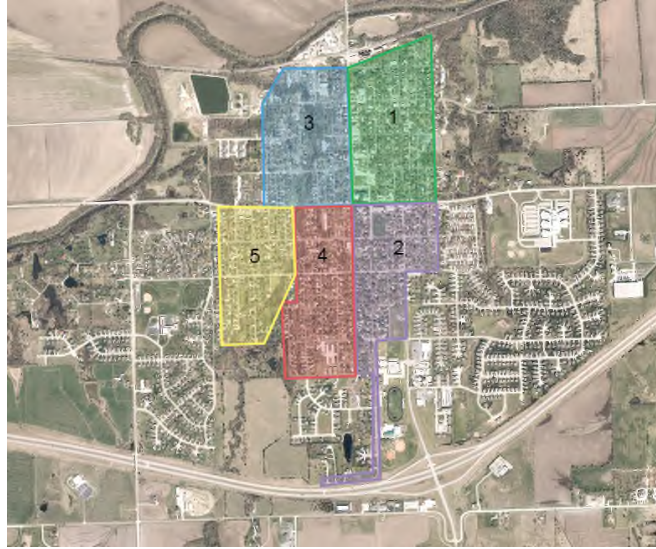
Reconstruction:
Church St. at 8th & 9th



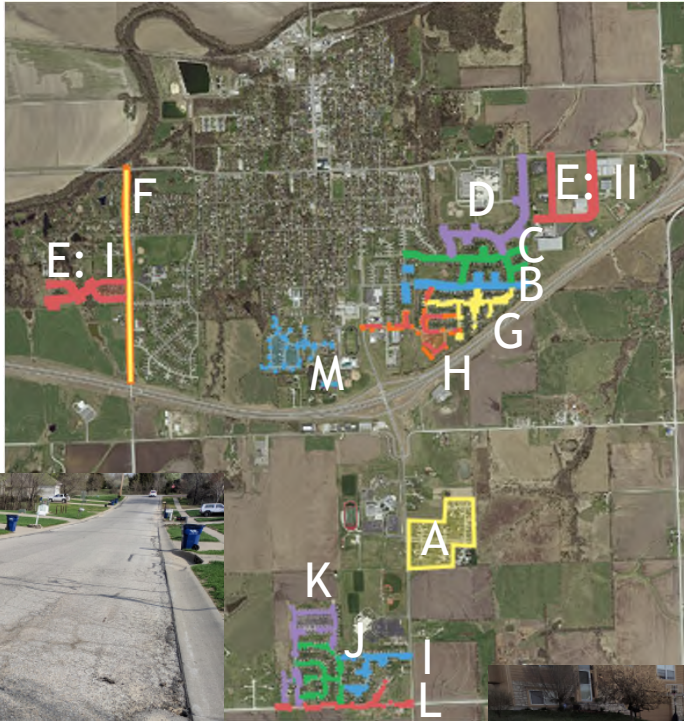
Reconstruction:
Church Street
Sidewalk 7th to 10th
Street.

Chip Seal

- ▶ Section 5 scheduled for 2020
- ▶ 9,092 LF road repaired
- ▶ 180 LF curb replaced
- ▶ 76 signs replaced



Mill & Overlay



- ▶ Section E: I is next on the list
- ▶ 3,172 LF of 2" Mill & Overlay along with full depth patching
- ▶ 450 LF curb & gutter replaced
- ▶ 150 LF sidewalk replaced



Spot Maintenance

- ▶ Pothole repair
- ▶ Patching
- ▶ Crack seal



Church St. at 8th & 9th

- ▶ 8th Street intersection has significant storm drainage issues
- ▶ 9th Street intersection has a dip caused by compaction above a sewer line running underneath
- ▶ Commission approved the design in 2019 in anticipation of 2020 construction
- ▶ The improvements include sidewalk replacement, utility work, and road work





Memorandum

To: Mayor and City Commissioners
From: Barack Matite, City Manager
Renee Davis, Budget Analyst/Treasurer
Brad Smith, Financial Consultant
Date: April 27, 2020
Re: 2020 Budget: Preliminary Outlook

Background

The Governor of Kansas issued a statewide Stay-at-Home order on March 28th and later extended it to May 3rd when it is expected to expire. This order and other state and local directives from the Health Department, mandated the closure of certain businesses and a reduction in operations in others as well as the closure of certain municipal functions. This was necessary to help mitigate the spread of the coronavirus (Covid-19) both at the local, state, and national level. At the local level, these efforts seem to have paid off, thus far. While various municipalities, states, and federal entities have varying predictions about things related to Covid-19, what is clear is that, currently, no one knows when things will return to "normal".

2020 Budget Outlook

As part of the annual budget process, the City must forecast the cash position of each fund as of December 31st of the current year. While that is challenging enough in normal years, it is even more difficult in 2020 due to the unknown duration, and both short-term and long-term effects of the current global health pandemic (Covid-19).

Some of the factors considered in our forecasting analysis include the potential impact of the state and local directives on the following items:

- Sales tax collections for the City directly and the City's share from the County's sales tax.
- Lost revenue for all utilities from the change in policy regarding late penalty and fees for non-payment.
- Fluctuation in the collection of Ad Valorem and related taxes.
- Parks and Recreation Programs.
- Aquatics Programs.
- Payroll and related costs.

The following forecasts attempt to quantify three different scenarios based on the assumed rate of economic recovery from the impacts of Covid-19. Please note that revenue and expenditure

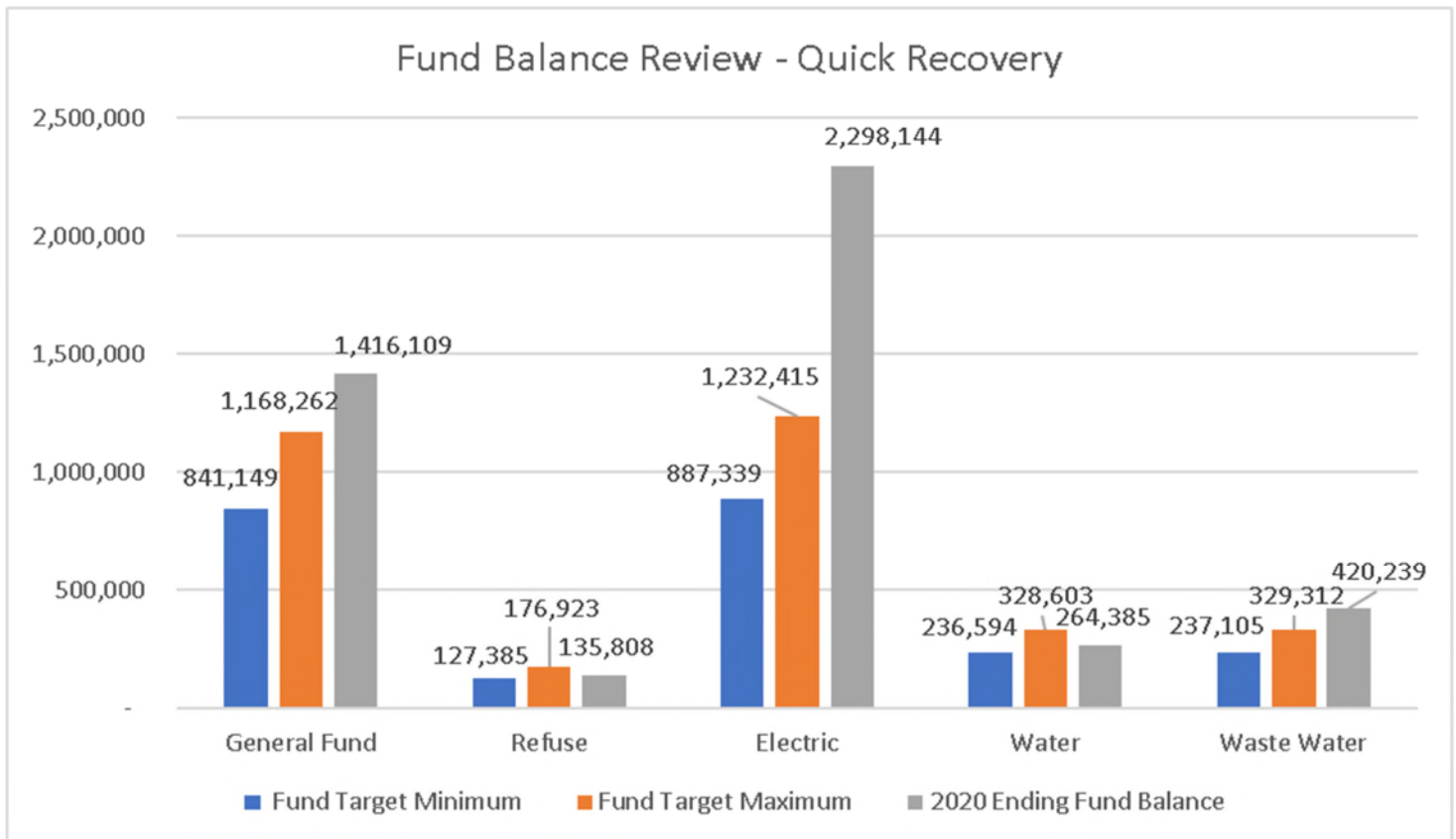
figures used in the financial forecast scenarios include the actual dollar amounts received or expensed through March 2020.

Scenario 1 – Primary impact is substantially over by June 30. (“Quick Recovery”)

Assumptions include:

- Sales Tax – For April thru June sales tax will be 40% of 2019, 80% in July and 100% for the remainder of 2020.
- Late fees and reconnect fees – zero dollars for April thru June, and 100% of the 2019 amounts for the remainder of 2020.
- Ad Valorem taxes are predicted to be 105% of the 2019 amounts due to appreciation in the appraised/assessed valuation.
- Parks and Recreation programs – These programs will be discontinued thru August 31 and will resume at 100% of 2019 thru the remainder of the year. Parks and Rec expenditures are assumed to continue at normal levels.
- Aquatic Programs will be canceled for the year. Most expenses are eliminated except for certain repair and maintenance items.
- Electric Utility Fund – The revenue from utility sales is set to 100% of the 2019 amounts reduced by the amount related to the temporary closure of a large electric customer. It is estimated that that customer will use 10% of their 2019 electric purchase thru June. That amount will increase to 50% in July and 100% for the remainder of the year.
- Other Utilities – The forecast assumes that the water, wastewater, and refuse utilities will not be affected significantly, if at all. They are calculated at 100% of the 2019 customer sales.

City of Eudora - Estimate of Corona Virus Impact - Year Ending 12/31/2020								
		Quick Recovery						
	General Fund	Bond and Interest	Refuse	Electric	Water	Waste Water	Storm Drainage	Special Highway **
Fund	01	10	15	20	30	40	50	61
Revenue	4,272,232	398,676	538,056	4,890,542	1,199,817	1,159,239	114,000	602,651
Expenditures	4,673,050	508,651	707,693	4,929,659	1,314,411	1,317,248	139,650	978,537
Net Cash Flow	(400,817)	(109,975)	(169,638)	(39,117)	(114,594)	(158,009)	(25,650)	(375,885)
Beginning Fund Balance	1,816,927	109,806	305,445	2,337,261	378,979	578,248	89,809	284,601
Ending Fund Balance	1,416,109	(170)	135,808	2,298,144	264,385	420,239	64,159	(91,284)
Total Ending Fund Balance For Above Funds -		4,507,391						
2019 Actual								
Revenue	4,383,527	517,868	542,135	5,142,529	1,189,562	1,162,166	114,196	319,373
Expenditures	4,239,254	519,303	531,635	4,853,196	1,134,992	1,025,532	65,480	211,099
Net Cash Flow	144,274	(1,435)	10,500	289,333	54,570	136,634	48,716	108,274



Scenario 2 – Primary impact is substantially over by July 31. (“Moderate Recovery”)

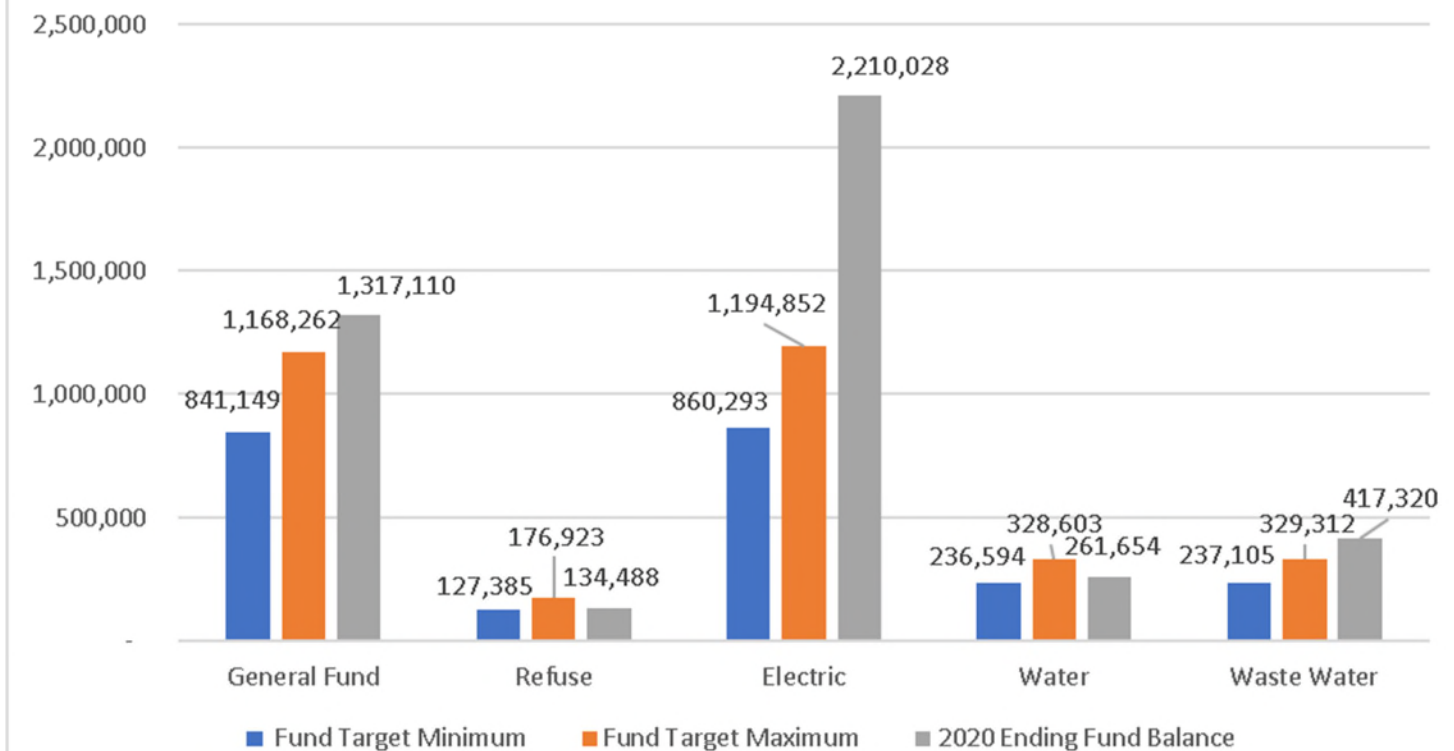
Assumptions include:

- Sales Tax – For April thru July sales tax will be 40% of 2019, 80% in August and 100% for the remainder of 2020.
- Late fees and reconnect fees – zero dollars for April thru July, and 100% of the 2019 amounts for the remainder of 2020.
- Ad Valorem taxes are predicted to be 100% of the 2019 amounts due to appreciation in the appraised/assessed valuation.
- Parks and Recreation programs – Unchanged from Scenario 1.
- Electric Utility Fund – The revenue from utility sales is set to 95% of the 2019 amounts reduced by the amount related to the temporary closure of a large electric customer. It is estimated that that customer will use 10% of their 2019 electric purchase thru July. That amount will increase to 50% in August and 100% for the remainder of the year.
- Other Utilities – Unchanged from Scenario 1.

City of Eudora - Estimate of Corona Virus Impact - Year Ending 12/31/2020

Fund	Medium Recovery							
	General Fund	Bond and Interest	Refuse	Electric	Water	Waste Water	Storm Drainage	Special Highway **
	01	10	15	20	30	40	50	61
Revenue	4,173,233	381,772	536,736	4,652,174	1,197,086	1,156,319	114,000	602,651
Expenditures	4,673,050	508,651	707,693	4,779,407	1,314,411	1,317,248	139,650	978,537
Net Cash Flow	(499,817)	(126,879)	(170,957)	(127,233)	(117,324)	(160,929)	(25,650)	(375,885)
Beginning Fund Balance	1,816,927	109,806	305,445	2,337,261	378,979	578,248	89,809	284,601
Ending Fund Balance	1,317,110	(17,073)	134,488	2,210,028	261,654	417,320	64,159	(91,284)
Total Ending Fund Balance For Above Funds -		4,296,402						
2019 Actual								
Revenue	4,383,527	517,868	542,135	5,142,529	1,189,562	1,162,166	114,196	319,373
Expenditures	4,239,254	519,303	531,635	4,853,196	1,134,992	1,025,532	65,480	211,099
Net Cash Flow	144,274	(1,435)	10,500	289,333	54,570	136,634	48,716	108,274

Fund Balance Review - Medium Recovery

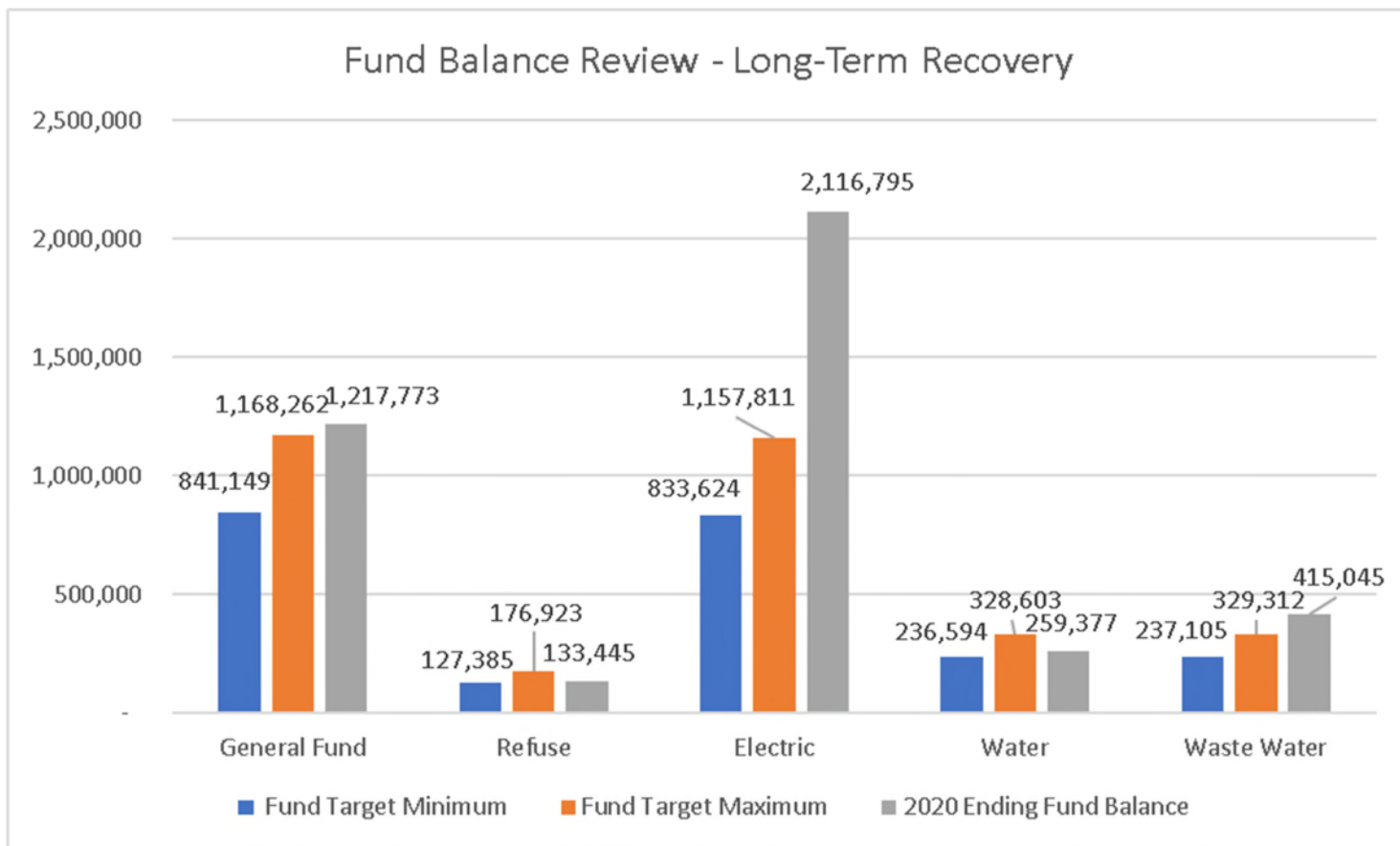


Scenario 3 – Primary impact is substantially over by August 31. (“Long-term Recovery”)

Assumptions include:

- Sales Tax – For April thru August sales tax will be 40% of 2019, 80% in September and 100% for the remainder of 2020.
- Late fees and reconnect fees – zero dollars for April thru August, and 100% of the 2019 amounts for the remainder of 2020.
- Ad Valorem taxes are predicted to be 95% of the 2019 amounts due to appreciation in the appraised/assessed valuation.
- Parks and Recreation programs – Unchanged from Scenario 1.
- Electric Utility Fund – The revenue from utility sales is set to 90% of the 2019 amounts reduced by the amount related to the temporary closure of a large electric customer. It is estimated that that customer will use 10% of their 2019 electric purchase thru August. That amount will increase to 50% in September and 100% for the remainder of the year.
- Other Utilities – Unchanged from Scenario 1.

City of Eudora - Estimate of Corona Virus Impact - Year Ending 12/31/2020								
	Medium Recovery							
	General Fund	Bond and Interest	Refuse	Electric	Water	Waste Water	Storm Drainage	Special Highway **
Fund	01	10	15	20	30	40	50	61
Revenue	4,073,896	364,535	535,694	4,410,777	1,194,809	1,154,044	114,000	602,651
Expenditures	4,673,050	508,651	707,693	4,631,243	1,314,411	1,317,248	139,650	978,537
Net Cash Flow	(599,154)	(144,117)	(172,000)	(220,466)	(119,602)	(163,204)	(25,650)	(375,885)
Beginning Fund Balance	1,816,927	109,806	305,445	2,337,261	378,979	578,248	89,809	284,601
Ending Fund Balance	1,217,773	(34,311)	133,445	2,116,795	259,377	415,045	64,159	(91,284)
Total Ending Fund Balance For Above Funds -		4,080,999						
2019 Actual								
Revenue	4,383,527	517,868	542,135	5,142,529	1,189,562	1,162,166	114,196	319,373
Expenditures	4,239,254	519,303	531,635	4,853,196	1,134,992	1,025,532	65,480	211,099
Net Cash Flow	144,274	(1,435)	10,500	289,333	54,570	136,634	48,716	108,274



Summary

Of the scenarios above, it is important to note that the “worst case” scenario, scenario No. 3, estimates a total fund balance, at the end of FY2020, would be approximately \$4,081,000¹. While this would be a decrease of approximately \$426,000 from the “Quick Recovery” scenario, the City would still be in a sound financial position. The City’s Reserve Policies are demonstrating their value. Without them the City’s financial position could be dire.

It is critical to remember that these forecasts will not reflect the actual results for the year. Some amounts will be high, and some will be low. Given the assumptions used, these forecasts do represent our best estimate of the results for the year at this time. As actual revenues, expenditures, and more information become available, the forecasts and assumptions will be revised, and the City’s 2020 financial outlook updated accordingly.

¹ The total shown above excludes certain non-budgeted funds. The total fund balance for all City Funds under scenario No.3 would be approximately \$5,300,000